



Relief International
Juba, South Sudan,

August 20th 2024

Dear Sir / Madam,

Relief International (RI) in South Sudan invites your submission of financial bids for provision of customs clearance & forwarding services in accordance with the conditions detailed in the attached document i.e., Terms of reference in **Annex E** and Bidder response form in **Annex F**. This process shall also be used to establish a fixed term service Framework Agreement (FWA) for a period of two (2) year on fixed prices and with a possibility of extension for another 12 months depending on performance and funding.

The Invitation to Tender (ITT) details are as follows:

Subject of Tender	: PR-RI-SSD-JUB-024-240-Provision of Customs Clearing & Forwarding Services (FWA)
ITT Period	: August 20 th 2024 – August 28 th 2024
ITT Closure Date and Time	: August 28 th 2024 at 2:00 pm South Sudan Time
Minimum validity period	: 1 Year

This ITT document contains the following:

- This Cover Letter
- Annex A RI Bid Form – Invitation to Bid No. **ITT-RI-SSD-JUBA-024-240**
- Annex B Tender and Contract Award Acknowledge Certificate
- Annex C Conditions of Tendering
- Annex D General Conditions of Contract (which will be signed by the successful Bidder)
- Annex E Terms of Reference (ToR) for Custom Clearance Agent
- Annex F Pricing Proposal

If you have any questions or clarifications, please submit in writing via email to ssd.procurements@ri.org before the date **August 28th 2024** as mentioned above. Any other questions after the deadline will not be answered.

This Process shall be used as basis of establishing a fixed term service framework agreement for an initial period of 2 years .

For your Bid to be accepted by the Procurement Review Committee, the following documents must be submitted in a sealed envelope. **Offers will be eliminated if submitted without any of the documents listed below and must be valid documents .**

1. The attached RI Bid Form (Annex A) must be completed and submitted in accordance with Annex C.
2. The attached Tender and Contract Award Acknowledgement Certificate (Annex B) must complete and be duly signed by an authorized company representative and submitted in accordance with Annex C.
3. Copies of official company/organization registration documents and essential certificates.
 - a. Certificate Incorporation
 - b. Operation license/Trading license
 - c. Valid Company Memorandum & Articles of association



- d. Copies of ID's or Passports for owners of the Company as per Company Memorandum & Articles of association
 - e. Valid Tax clearance certificate dated 2024.
 - f. Valid Customs Clearance License – Air and Road Transport (Juba and Nimule)
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- 4. Completed Pricing Proposal (Annex F). – Please submit signed and stamped hard copy and an excel version in a USB.
 - 5. Bank Details and Financial Capability Docs (Bank Statement for the last 3 months or last audit report for 2023/2024)
 - 6. Provide at least 3 positive references or recommendations (signed construction contracts with evidence of completion certificates) showing your experience working with RI, UN and other INGOs.
 - 7. Company profile – Max 4 pages with a list of similar services with the references – name and contact of the organization and location.

Once again, the full and complete bid documents package must be dropped in a tender box at Relief International Juba Office, clearly marked **Reference RI-SSD-JUBA-024-240** – Customs Clearing & Forwarding Services (Framework Agreement Establishment).

Bidders shall submit sealed bids addressed to:

The Tender Committee,
Relief International
Plot Number 347, Block NO 2-K
Juba Na-Bari, Thongping
Juba, South Sudan

Bidders must sign the bid register form at the security office at the gate of the office indicating their company name, telephone number, and date of submission.

Full bid submissions must be received no later than August 28th at 2:00 pm South Sudan Time. Failure to meet the closing date/time may result in your bid being rejected by the Procurement Review Committee. Returned or cancelled bids must remain valid for consideration for a period of not less than 352 days from the closing date.

Yours faithfully,
Tender Review Committee
Relief International

PROVISIONAL TIMETABLE

<u>Activity</u>	<u>Date</u>
Issue Tender Notice and Invitation to Tender	August 20 th 2024
Return of tenders (Closing Date)	August 28 th 2024 at [2:00 PM] Local time
Tender Review Committee	August 29 th 2024
Bid clarifications as required	September 2 nd – 13 th 2024
Award Contract	September 20 th 2024
"Go-Live" with Contractor	September 20 th 2024

Award contract and “go live” dates with contractors might be changed due to any possible unexpected delays on evaluation process.

a) AWARD CRITERIA

The following criteria are considered important in the evaluation of this process

No	Evaluation Criteria Name	Mark Allocation per Evaluation Criterion		Total Marks
1	Prices demonstrate an economically advantageous position for Relief International	1 st Lowest Price quotation Submitted	40	40
		2 nd Lowest Price quotation Submitted	30	
		3 rd Lowest Price quotation Submitted	20	
		4 th Lowest Price quotation Submitted	10	
		5 th Lowest Price quotation Submitted	5	
		6 th Lowest Price quotation Submitted	1	
2	Demonstrated Technical Competence and capacity	1. Valid Customs Clearance Agent’s License 2. List of vehicles/trucks owned / rental by the company 3. Staffing Structure or company organogram	30	30
3	Delivery Lead Time	Within 7 Days	20	10
		Within 14 Days	15	
		Within 21 Days	10	
		More than 21 days	5	
		Not indicated	0	
4	Past Experience	Experience of working with RI + 3 INGOs or More	10	10
		Experience of working with 2 INGOs	8	
		Experience of working with 1 INGOs	5	
		No experience of working with INGOs	0	
5	Payment terms	30 days after the service delivery	10	10
		15 days after the service delivery	5	
		7 days after delivery	3	
		Less than 7 days	2	
		Pre-payments	1	
		Not Indicated	0	
Total Marks				100

b) PREFERRABLE CRITERIA

The following criteria are considered quite important in the evaluation of this tender:

- The financial sustainability of Bidder (Bank/ audit statement)
- Bidder’s ability to provide warranties and guarantees as part of the contract
- Bidder’s responsiveness in emergency situations (backup plan)

Payment Terms requirements:

- Payment shall be made by bank and shall be authorized and made by Relief International South Sudan. Invoices will be prepared in USD, RI reserves the right to pay the invoice in USD.
- Relief International Payment preference terms are 100% after delivery within 30 days for each submitted invoice by Supplier.



ANNEX A

Part One: RI BID FORM – Invitation to Bid No: RI-SSD-JUB-023-099

<i>RI to complete</i>				<i>Bidder to complete</i>			
#	Description of Goods for bid	Summary of the requested good /service	Quantity required	Offered specification (if different from required)	Quantity offered	Unit price	Total Price
1	As per Annex F						
Instruction: Please fill in or provide response to the attached Pricing Proposal. You may complete in the format provided or on your own company letter head.				Please confirm you have submitted a full and detailed complete response to the Pricing Proposal as provided in this announcement for bid. Yes <input type="checkbox"/> No <input type="checkbox"/>			

Required Delivery Date: September 20th 2024

Offered Delivery Date: _____

Required Delivery Destination: RI Juba Office

Delivery Destination: _____

This Bid is valid for: 90 days

Country of Origin of offered Items: _____

Currency of Bid: USD

Do the above come with special warranties/guarantees?

Yes No

Can prices be fixed for a period of 12 months or more?

Yes No

Can prices be fixed for a period of 24 months or more?

Yes No

Does the company have any current criminal or court cases against your company or you as an individual at this time?

Yes No

Has the company ever been accused of sexual exploitation, child abuse / child protection, or fraud?

Yes No

Does the company agree to report any/all pressure from or payments to a Prohibited Party?

Yes No



Does the company confirm it is not owned or controlled, in whole or in part, by any Prohibited Parties? Yes No

Can you guarantee all services on the financial offer will be available within one or two weeks of order? If not, please note the agreement will include a penalty for not being able to provide required services within time. Yes No

Does your company have written protocol or operating procedures? Yes No

Please provide the location(s) of all warehouses:

List all professional licenses and certificates your company holds:
Please attach copies of these with your submission.

Part Two: RI BID FORM – Invitation to Bid No: RI-SSD-JUB-024-240

BUSINESS INFORMATION

Company Name: _____ Contact person: _____

Company Owner(s): _____ Company Owner(s) Date of Birth: _____

Registration Number: _____ TAX ID: _____

Address: _____ Phone No: _____

_____ Facsimile No: _____

_____ Email Address: _____

A duly authorized company representative. WWW Address: _____

Signed: _____ Title/Position: _____

Print Name: _____ Date: _____

Describe Payment Terms & Conditions: _____

BUSINESS REFERENCES (3 minimum)

Name of Organization	Contact Person	Email / Telephone	Comment

ANNEX B

Tender and Contract Award Acknowledge Certificate

***This attachment must be signed and submitted with the Bid**

1. In compliance with the Instructions and Conditions for Invitation to Bid (Annex C), General Terms of Contract (Annex D), we the undersigned, offer to provide some or all of the items or services quoted for, at the prices entered in the attached RI Bid Form, delivered to the destination specified therein.
2. We accept the terms and conditions set forth in the Terms and Conditions for Bid (Annex C) and the following requirements have been noted and will be complied with where applicable:
 - a. That the freight cost if separate from the Unit price shall be shown separately, which shall be the basis for delivery for any contract resulting from this ITT.
 - b. We confirm that for any offer made where the delivery destination is not as requested in the ITT, that RI reserves the right to disregard the offer.
 - c. That conditional Bids cannot be accepted.
 - d. That the currency of the Bid should be preferably in US Dollars.
 - e. Show any discount being offered to RI (Annex C).
 - f. RI reserves the right, at its own discretion:
 - To award a contract for a lesser or greater quantity than the total quantity Bid for.
 - To reject any or all Bids and/or enter a contract with a Bidder other than the lowest Bidder (see Annex C).
 - g. Successful Bidders who are awarded contracts will be notified by the receipt of the original Purchase Order/Contract.
 - h. Any samples requested, either with the Bid, or at a later date, will be in accordance with the specifications of the required item(s). Failure to comply with this may result in the Bid not being considered.
 - i. We confirm that the validity of this offer is for the calendar days reflected in Annex A and are from the date of the ITT closure.
 - j. We agree to the terms and conditions set forth in the RI General Terms of Contract (Annex D)
 - k. We certify that the below mentioned company has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, any Contracts.
- l. We agree to abide by the RI Child Protection Policy and Reporting of Misconduct.
3. We further certify that the below signed company:
 - a. Is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, or is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - b. Has not been convicted of an offence concerning its professional conduct by a judgment which has the force of res judicata;
 - c. Has not been guilty of grave professional misconduct proven by any means;
 - d. Has fulfilled its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or those of the country where the contract is to be performed;
 - e. Has not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
 - f. Has not, following another procurement procedure or grant award procedure, been declared to be in serious breach of contract for failure to comply with our contractual obligations.
4. We are submitting this ITT Bid in our own right. We confirm that we are not bidding for the same contract in any other form. We confirm, as a partner in the consortium, that all partners are jointly and severally liable by law for the performance of the contract, that the lead partner is authorized to bind, and receive instructions for and on behalf of, each member, that the performance of the contract, including payments, is the responsibility of the lead partner, and that all partners in the joint venture/consortium are bound to remain in the joint



venture/consortium for the entire period of the contract's performance.

5. We are not in any of the situations excluding us from participating in contracts that are listed in the Terms and Conditions for Bid (Annex C). In the event that our Bid is successful, we undertake to provide the proof usual under the law of the country in which we are established that we do not fall into the exclusion situations listed. The date on the evidence or documents provided will be no earlier than 180 days before the deadline for submission of Bids and, in addition, we will provide a sworn statement that our situation has not altered in the period which has elapsed since the evidence in question was drawn up.

We also understand that if we fail to provide this proof within 15 calendar days after receiving the notification of award, or if the information provided is proved false, the award will be considered null and void.

6. We will inform RI immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts funded by the Donor.

7. We note that RI is not bound to proceed with this ITT and that it reserves the right to award only part of the contract. It will incur no liability towards RI should it do so.

We agree to the above terms and conditions.

Submitted by:

Company Name

Place

Date

Title/Position

Print Name

Signature

A duly authorized company representative

Company Stamp

ANNEX C

Terms and Conditions of Tendering

***This attachment must be submitted with the bid**

1. Submission of Bids

Bid Form

Bids must be submitted in a hard copy of the attached Bid Form (Annex A), in a sealed envelope, addressed and delivered to the address in the cover page. Bids must be received before the indicated time and date as set forth in the cover page.

Bids submitted by email, fax, mail or courier are at the Bidders risk and RI takes no responsibility for the receipt of such Bids.

Bidders are solely responsible for ensuring that the full Bid is received by RI in accordance with the ITT requirements, prior to the specified date and time above. RI will consider only those portions of the Bids received prior to the closing date and time specified and that any Bids received after that time will not be considered.

2. Submission of Samples

If you are requested to submit samples of the items offered, then failure to do so may render your Bid invalid. Samples submitted should each be clearly marked with the same item number which is used on the RI Bid Form (Annex A). Sample packaging must be clearly marked 'Samples' with the ITT number and the Bidder's name etc.

3. Completion of Bid Form

Prices Quoted

Offers of discount **other than** for prompt payment will be a consideration in award of contracts.

Where freight is quoted it must be via a mode consistent with the temperature requirements of the goods.

Currency

The currency of the Bid should preferably be in USD. However, if other currencies are used they should be clearly indicated e.g. Euro, USD, JOD, etc

Language

The Bid Form, all correspondence and documents related to the ITT exchanged by the Bidder and RI must be in English.

Packaging

Packaging shall be of International shipping standard, strong quality, and suitable for shipment.

Origin, Quantities, Bids

The **country of origin** of the items bid for must be clearly stated. As far as possible Bids should be for the full RI quantity required.

The Bid Form must be completed in all other respects when Bids for particular items are not submitted. This should be clearly indicated on the Bid Form i.e. a line drawn through those items not being Bid for. Explanations, which may be deemed necessary should be clearly set out and will be considered as an integral part of the Bid.

Presentation

Bids should be typewritten; if hand written they should be clearly legible. Prices entered in lead pencil will not be considered. All erasures, amendments, or alterations must be initialed by the signatory to the Bid. Do not submit blank pages of the Bid Form and/or schedules which are unnecessary for your offer. A completed duplicate of the Bid Form should be retained by the Bidder for record purposes. All documentation must be written in English. All Bids must be signed by a duly authorized representative of the Bidder.

Lots

If the ITT is divided into Lots then the Bidder may bid for one or all Lots. Each lot will form a separate contract and the quantities indicated for different Lots will be indivisible. The Bidder must offer the whole of the quantity or quantities indicated for each Lot. Bids for part of a Lot will not be considered.

If the Bidder is awarded more than one Lot, a single contract may be entered into covering all those Lots.

If the items have not been divided into Lots then Bids must be for the entirety of the quantities indicated.

Split Awards

RI reserves the right to split awards.

4. Correspondence

All communications from Bidders to RI relating to the tender must be in writing and addressed to the email identified in the Cover Letter. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated by RI to all Bidders to ensure fairness in the process.

5. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

6. Validity Period

Bids shall be valid for at least the minimum number of days specified in the ITT from the date of Bid closure. In the event that a Bidder is in a position to extend the validity of his offer for a limited period beyond the required minimum, this should be stated on the Bid Form. RI reserves the right to determine, at its sole discretion, the validity period in respect of Bids which do not specify any such maximum or minimum limitation.

7. Acceptance

RI reserves the right, at its sole discretion, to consider as invalid or unacceptable any Bid which is a) not clear; b) incomplete in any material detail such as specification, terms delivery, quantity etc.; or c) not presented on the Bid Form – and to accept or reject any amendments, withdraws and/or supplementary information submitted after the time and date of the ITT Closure.

8. Award of Contracts

This ITT does not commit RI to award a contract or pay any costs incurred in the preparation or submission of Bids, or costs incurred in making necessary studies for the preparation thereof, or to procure or contract for services or goods. Any bid submitted will be regarded as an offer made by the Bidder and not as an acceptance by the Bidder of an offer made by RI. No contractual relationship will exist except pursuant to a written contract document signed by a duly authorized official of RI and the successful Bidder.

RI may award contracts for part quantities or individual items. RI will notify successful Bidders of its decision with respect to their Bids as soon as possible after the Bids are opened. RI reserves the right to cancel any ITT, to reject any or all Bids in whole or in part, and to award any contract.

Suppliers who do not comply with the contractual terms and conditions including delivering different products and of different origin than stipulated in their Bid and covering contract may be excluded from future ITTs.

9. Confidentiality

This ITT or any part hereof, and all copies hereof must be returned to RI upon request. It is understood that this ITT is confidential and proprietary to RI, contains privileged information, part of which may be copyrighted, and is communicated to and received by Bidders on the condition that no part thereof, or any information concerning it may be copied, exhibited, or furnished to other without the prior written consent of RI, except that Bidders may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them. Notwithstanding the other provisions of the ITT, Bidders will be bound by the contents of this paragraph whether or not their company submits a Bid or responds in any other way to this ITT.

10. Collusive Bidding and Anti-Competitive Conduct

Bidders and their employees, officers, advisers, agent or sub-contractors must not engage in any collusive bidding or other anti-competitive conduct or any other similar conduct, in relations to:

- » The preparation of submission of Bids,
- » The clarification of Bids,
- » The conduct and content of negotiations,
- » Including final contract negotiations,

in respect of this ITT or procurement process, or any other procurement process being conducted by RI in respect of any of its requirements.

For the purpose of this clause, collusive bidding, other anti-competitive conduct, or any other similar conduct may include, among other things, the disclosure to, exchange or clarification with, any other Bidder, person or entity, of information (in any form), whether or not such information is commercial information confidential to RI, any other Bidder, person or entity in



order to alter the results of a solicitation exercise in such a way that would lead to an outcome other than that which would have been obtained through a competitive process.

11. Improper Assistance

Bids that, in the sole opinion of RI, have been compiled:

- » With the assistance of current or former employees of RI, or current or former contractors of RI in violation of confidentiality obligations or by using information not otherwise available to the general public or which would provide a non-competitive benefit,
- » With the utilization of confidential and/or internal RI information not made available to the public or to the other Bidders,
- » In breach of an obligation of confidentiality to RI, or
- » Contrary to these terms and conditions for submission of a Bid,

shall be excluded from further consideration.

Without limiting the operation of the above clause, a Bidder must not, in the absence of prior written approval from RI, permit a person to contribute to, or participate in, any process relating to the preparation of a Bid or the procurement process, if the person has at any time during the 6 months immediately preceding the date of issue of this ITT was an official, agent, servant, or employee of, or otherwise engaged by, RI and was engaged directly, or indirectly, in the planning or performance of the requirement, project, or activity to which this ITT relates.

12. Corrupt Practices

All RI Bidders and Suppliers shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract.

13. Conflict of Interest

A Bidder must not, and must ensure that its employees, officers, advisers, agents or subcontractors do not place themselves in a position that may, or does, give rise to an actual, potential or perceived conflict of interest between the interests of RI and the Bidder's interests during the procurement process.

If during any stage of the procurement process or performance of any RI contract a conflict of interest arises, or appears likely to arise, the Bidder must notify RI immediately in writing, setting out all relevant details of the situation, including those cases in which the interests of the Bidder conflict with the interests of RI, or cases in which any RI official, employee or person under contract with RI may have, or appear to have, an interest of any kind in the Bidder's business or any kind of economic ties with the Bidder. The Bidder must take steps as RI may reasonably require to resolve or otherwise deal with the conflict to the satisfaction of RI.

14. Withdrawal/Modification of Bids

Requests to withdraw a Bid shall not be honored. If the selected Bidder withdraws its Bid, RI shall duly register the said Bid and shall evaluate it alongside all other received Bids. If the selected Bidder has furnished a Bid security, RI shall withhold such Bid security until the issue has been resolved.

Withdrawal of a Bid may result in your suspension or removal from the RI suppliers List.

A Bidder may modify its Bid prior to the ITT closure. Any such modification shall be submitted in writing and in a sealed envelope, marked with the original Bid number. No modification shall be allowed after the ITT closure.

15. Late Bids

All Bids received after the ITT closure will be rejected except if the delay is determined by RI to have been due to a valid reason. However, any bid received after the start of the Bid opening shall be rejected without exception.

16. Opening of the ITT

The ITT will be opened by the RI Tender Opening Committee. This may or may not be deemed an open session with invitations to bidders.

At the tender opening, the Bidders' names, the Bid prices, written notifications of modification and withdrawal, the presence of the requisite Bid guarantee and such other information as RI may consider appropriate will be announced.

After the opening of the ITT, no information relating to the examination, clarification, evaluation and comparison of Bids, or recommendations concerning the award of the contract can be disclosed.

Any attempt by a Bidder to influence the Evaluation Committee in the process of examination, clarification, evaluation and comparison of tenders, to obtain information on how the procedure is progressing or to influence RI in its decision concerning the award of the contract will result in the immediate rejection of the tender

17. Evaluation of Bids

Administrative Conformity

Bids will be checked to determine if they comply with the essential requirements of the ITT. A Bid is deemed to comply if it satisfies all the conditions, procedures and specifications in the ITT without substantially departing from or attaching restrictions with them. If a Bid does not comply with the ITT, it will be rejected immediately and may not subsequently be made to comply by correcting it or withdrawing the departure or restriction.

Technical Evaluation

The Evaluation Committee will rule on the technical admissibility of each Bid, classifying it as technically compliant or non-compliant. The technical evaluation will be based on the information and documents annexed in the Bid concerning both the task to be carried out under the ITT, and the professional ability of the Bidder.

Financial Evaluation

The Evaluation Committee will not necessarily choose on the basis of lowest price alone but will award a contract on the basis of criteria such as best value for money, price, quality, and compliance with

international norms, delay for delivery and other criteria, as defined in the ITT. The experience of the Bidder in the performance of similar contracts may also be criterion for selection.

18. General Conditions of Contract

All Bidders must acknowledge that the RI General Conditions of Contract for the Procurement of Goods, or Services, or Works, as applicable, are acceptable.

19. Cancellation of the ITT

In the event of ITT cancellation, Bidders will be notified by RI. If the ITT is cancelled before the outer envelope of any Bid has been opened, the sealed envelopes will be returned, unopened, to the Bidders

The ITT may be cancelled in the following situations:

- » where no qualitatively or financially worthwhile Bid has been received or there has been no response at all;
- » the economic or technical parameters of the project have been fundamentally altered;
- » exceptional circumstances or force majeure render normal performance of the project impossible;
- » all technically compliant Bids exceed the financial resources available;
- » there have been irregularities in the procedure, in particular where these have prevented fair competition.

In no circumstances will RI be liable for damages, whatever their nature (in particular damages for loss of profits) or relationship to the cancellation of an ITT, even if RI has been advised of the possibility of damages. The publication of a procurement notice does not commit RI to implement the programme or project announced.

ANNEX D
GENERAL TERMS & CONDITIONS

Insurance Coverage. RI assumes no liability for accidents or injury to CONTRACTOR or their staff during the performance of work under this Contract. It is CONTRACTOR's obligation to make sure that it has the necessary comprehensive general liability, medical and evacuation insurances in place.

Audit. Contractor agrees to establish and maintain reasonable accounting measures that would enable RI to readily identify Contractor's assets, expenses, costs of goods, and use of funds. RI shall have the right, at its own expense, to audit and review any financial or operational information of Contractor, or any data collected from the field relating to the work performed. Additionally, Contractor may be subject to audit requirements by authorized representatives of the prime contractor or award agency relating to this agreement, under the control of RI

Relationship of the Partners: The signatory parties of the present Contract are independent organizations and are not agents of each other, joint ventures, or partners. Neither party is authorized or empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter. Each party will maintain sole and exclusive control of its own personnel and operations.

Ownership of Work Product: Ownership of all RI concepts, ideas, procedures and technologies that RI has either partially or fully developed prior to the effective date of this Contract shall be and remain the exclusive property of RI. Any documents, recordings, speeches, photographs, manuals, plans, program designs, proposals, research materials, charts, maps, audiovisuals and other material or devices, articles or manuscripts or public relations material or any other products requested or required by RI as part of Contractor's job will remain completely as the exclusive property of RI.

Supplies, Equipment, Materials and Procurement. All non-expendable equipment furnished or financed by RI shall remain the property of RI and shall be returned by Contractor to RI within thirty (30) days of the expiration or termination of the present Contract unless otherwise agreed upon between the Parties. Non-expendable equipment is defined as an item which has a purchase price of US \$1,000 or more, or the equivalent in local currency at the official rate of exchange on the date of purchase.

Confidentiality and Non-disclosure: Contractor agree to keep confidential and not to disclose, without the prior written approval of RI's Country director, any information or data confidential to RI.

Special Indemnification. Contractor, at Contractor's own expense, shall defend, indemnify, and hold harmless RI, its licensees, consultants, and agents from any claim, demand, cause of action, and liability, including attorney's fees, to the extent Contractor acted intentionally or with gross negligence to infringe or violate the patent, copyright, license, or other proprietary right of a third party.

General Indemnification: Each party shall indemnify and save harmless the other party from and against any loss, expense, including attorney's fees, or claim asserted by third parties for damage to third party tangible property, or for bodily injury, or both, arising out of the activities being implemented under this Contract.

Force Majeure: Neither party shall be liable for a failure to carry out the activities under this Contract because of any unforeseeable event beyond its reasonable control and not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under the Contract (and which it has been unable to overcome by the exercise of due diligence).

Communication: All official communication related to this agreement shall be delivered to the offices indicated hereunder:

Governing Law: The construction, validity, performance and effect of this Contract for Services shall be governed by the laws applicable to South Sudan with regard to all purposes related to this Contract.

Severability: Each provision of this Contract is severable. If one provision is declared void, illegal or unenforceable, the remaining paragraphs shall retain their full force and effect.

Termination: Either of the signatory parties may terminate this Contract for cause at any time, in whole or in part, upon one week advance written notice to the other, whenever it is determined that the party has failed to comply with the terms and conditions of this Contract. The terminating party shall provide written explanation



of the basis for its determination and subsequent actions to be taken by either party within 5 calendar days of its notification to terminate or suspend the Contract. The parties may also agree mutually to terminate this Contract at any time, in whole or in part, if both parties agree that the continuation of the Contract would not produce beneficial results. The terms of this Contract will remain in effect until the date of termination.

Notwithstanding any other provision in this Agreement, Contractor understands and agrees that RI has no obligation to provide Contractor with work or any minimum hours. This Contract for Services shall not be deemed terminated as a result of any lack of work. Termination or expiration of this Contract shall not affect Contractor's continuing obligation under Sections 8, 9, and 11 of this Contract relating respectively to ownership of work, confidentiality, non-disclosure and indemnification.

Compliance with Laws: In the course of performance hereunder, the parties shall comply with all applicable local, state and federal laws and regulations. Contractor is reminded that U.S. executive order and U.S. law (including, without limitation, the USA Patriot Act) prohibit transactions associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with such executive order and law.

Arbitration: If any dispute in connection with this Contract for Services arises between the parties, and such dispute cannot be amicably resolved by the parties despite diligent efforts thereto, such claim or dispute shall be submitted to South Sudan specialized courts which are the only authority to refer to in case of any disagreement arises on the terms of Contract.

Amendments: The present Contract for Services may be amended or revised by mutual agreement as recorded by an exchange of letters between the parties. The amended or revised clauses shall become effective from the date of their adoption.

Assignment/Sub-contracting: Contractor shall not assign this Contract, in whole or in part, without the prior written consent of RI. With RI's written consent, Contractor may subcontract some or all of the services required under this Contract for Services.

Anti-Terrorism Certification. Contractor must not engage in transactions with, or provide resources or support to, individuals and organizations associated with

terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).

Not Debarred or Suspended. Contractor certifies that neither it nor its principals are presently excluded or disqualified from participation in this transaction by any US Government department or agency.

Lobbying Certification. Contractor certifies that it will not and has not used any funds received directly or indirectly from the U.S. Government to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of U.S. Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Contract or any other U.S. government funded project.

Access to Books and Records. RI, USAID, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Anti-Trafficking. The Contractor or its employees, or any Subcontractor or its employees, must not engage in any of the following conduct: Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;

- Procure a commercial sex act during the period of this Contract;
- Use forced labor in the performance of the Contract;
- or
- Commit acts that directly support or advance trafficking in persons, including the following acts:
 - Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;



Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless: (a) exempted from the requirement to provide or pay for such return transportation by RI under this award; or (b) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action; Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment; Charging employee's recruitment fees; or Providing or arranging housing that fails to meet the host country housing and safety standards.

Contractor agrees to report in a timely manner to RI any credible information from any source that alleges the contractor or any sub-contractor has engaged in any of the prohibited activities identified in this provision. Reports should also be made to RI's integrity hotline at incidents@ri.org or to the human trafficking hotline +1 844 888 FREE(3733) or email help@befree.org

Whistleblower Protection Program.

The Contractor must inform its employees working under this contract in the predominant native language of the workforce that they are afforded the employee whistleblower rights and protections provided under 41 U.S.C. § 4712.

The Contractor must not require its employees or sub-contractors to sign or comply with internal confidentiality agreements or statements that prohibit or otherwise restrict employees or sub-contractors from lawfully reporting waste, fraud, or abuse related to the performance of this contract to RI or to USAID's Office of the Inspector General. The Contractor must notify current employees and sub-contractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this provision, to the extent that such prohibitions and restrictions are

inconsistent with the prohibitions of this provision, are no longer in effect.

If RI, USAID or other authorized officials of the US Government determines that the Contractor is not in compliance with the requirements of this provision, RI may, at its sole discretion, suspend or terminate the contract. Further, RI may, at its sole discretion, decide not pay a portion or all of amounts invoiced or expenditures incurred, as applicable, by the Contractor with funds provided under this contract, and also may require the Contractor to refund a portion or all of any amounts paid to the Contractor under this contract.

Terms in this clause will have the meaning defined in this section or as defined in 2 CFR 200.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or sub-contractors to sign regarding nondisclosure of recipient information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or sub-contractors sign at the behest of a US government agency.

The Contractor must include this provision, including this paragraph (e), in sub awards and sub-contracts funded under this contract.

Mandatory Disclosures. Contractor must disclose, in a timely manner and in writing to Relief International and to the USAID Office of Inspector General all violations of federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal Award. Disclosures must be sent to: Relief International's Country Director, or via email to incidents@ri.org

Disclosures to USAID must be sent to:
U.S. Agency for International Development
Office of the Inspector General
P.O. Box 657, Washington, DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
URL: <https://oig.usaid.gov/content/usaid-contractor-reporting-form>

Anti-Discrimination and Equal Opportunity. USAID policy requires that the contractor not discriminate against any beneficiaries in implementation of this



contract, such as, but not limited to, by withholding, adversely impacting, or denying equitable access to the benefits provided through this contract on the basis of any factor not expressly stated in the contract. This includes, for example, race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, disability, age, genetic information, marital status, parental status, political affiliation, or veteran's status. Nothing in this provision is intended to limit the ability of the contractor to target activities toward the assistance needs of certain populations as defined in the contract.

Flow Down Required. The Contractor agrees to incorporate the terms of "Donor Required Terms and Conditions - USAID" word-for-word in all of its sub-contracts funded under this Contract, if any.

Authority & Binding Effect: By his or her signature below, each signatory hereto represents and warrants that he or she is duly authorized to enter into this Contract on behalf of the party he or she purports to represent such that, upon execution and delivery, this Contract shall be a binding obligation of each party. This Contract shall be binding upon and inure to the benefit of each party's legal representatives, successors and permitted assigns.

Mandatory Principles

For the duration of the contract the Contractor and its staff shall respect human rights and undertake not to offend the political, cultural and religious mores of the beneficiary state. In particular, and in accordance with the legal basic act concerned, tenderers who have been awarded contracts shall respect core labor standards as defined in the relevant International Labor Organization (ILO) conventions (such as the Conventions on freedom of

association and collective bargaining; Abolition of forced and compulsory labor; Elimination of forced and compulsory labor; Abolition of child labor).

The Contractor must at all times act impartially and as a faithful adviser in accordance with the code of conduct of its profession.

RI reserves the right to suspend or cancel project financing if corrupt practices of any kind are discovered at any stage of the award process and if the contractor fails to take all appropriate measures to remedy the situation. For the purposes of this provision, "corrupt practices" are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or imp implementation of a contract already concluded with Relief International.

Relief International reserves the right to suspend or cancel the contract, where the award procedure proves to have been subject to substantial errors, irregularities or fraud. Where such substantial errors, irregularities or fraud are discovered after the award of the Contract, Relief International may refrain from concluding the Contract.

Complete Contract: This document constitutes the complete and exclusive Contract between the parties, superseding all representations, proposals or promises whether oral or written, and all other communications between the parties, relating to the subject of this Contract.

Inconsistency between the English Version and Translations:

In the event of inconsistency between any terms of this Contract for Services and any translation into another language, the English language meaning shall control.

ANNEX E : Terms of Reference (ToR) for Custom Clearance Agent

1. Introduction

Relief International South Sudan Office seeks to contract a qualified and experienced custom clearance agent to handle the clearance of goods at Juba International Airport for airfreight and at Nimule border crossing for road freight.

2. Objectives

The primary objective is to ensure efficient and timely customs clearance of Relief International's shipments, adhering to all relevant legal and regulatory requirements.

3. Scope of Services

The custom clearance agent will be responsible for the following:

3.1 Custom Clearance of Relief International Imported Airfreight Cargo

- **Coordination and Documentation:**
 - Coordinate with airline and airport authorities for the arrival of shipments at Juba International Airport.
 - Relief International will provide pre-alert shipment documents, including arrival date, invoices, packing lists, COA and COO (if required) and draft waybills.
 - Prepare and submit necessary documentation for customs clearance.
- **Letters of Undertaking:**
 - Apply for Letters of Undertaking to customs clearance airfreight cargo when Tax Exemption letter approvals are delayed.
 - Apply for Undertaking to customs clearance when requested for urgent Cargos.
- **Delivery and Documentation:**
 - Ensure prompt clearance and delivery of goods to the designated Relief International warehouse.
 - Provide a delivery document signed by the relevant Relief International warehouse staff to confirm receipt of cargo within two days of delivery.
 - Deliver the pharmaceuticals with the temperature control truck to RI warehouse.
- **Export Customs Clearance:**
 - Undertake export customs clearance if required for Relief International cargo in a timely manner.
 - Assist Relief International in preparing the documentation for cargo to be re-exported by air through Juba International Airport.

3.2 Custom Clearance of Relief International Imported Road Freight Cargo

- **Coordination and Documentation:**
 - Coordinate with border authorities and transport companies at Nimule border crossing.
 - Relief International will provide pre-alert shipment documents, including arrival date, invoices, packing lists, and draft waybills.
 - Prepare and submit necessary documentation for customs clearance.
- **Letters of Undertaking:**
 - Apply for Letters of Undertaking to customs clear road freight cargo when Tax Exemption letter approvals are delayed.
- **Customs Clearance:**

- Customs clear all Relief International cargo, transported by road at Nimule border crossing.
- Apply for Undertaking to customs clearance when requested for urgent Cargos.
- Undertake any additional clearances as required at Nesitu and Juba Bridge.
- Customs clearance of Relief International cargo in trucks and 20/40-foot containers.
- **Export Customs Clearance:**
 - Undertake export customs clearance if required for Relief International cargo in a timely manner.
 - Process the documentation for cargo to be re-exported by road through Nimule border crossing.

4. Contractor's Responsibilities and Obligations

- **Compliance:**
 - Ensure compliance with all relevant South Sudanese laws and regulations related to customs clearance.
 - Maintain up-to-date knowledge of customs regulations and procedures.
- **Documentation and Reporting:**
 - Provide regular updates and reports on the status of shipments and customs clearance processes.
 - Maintain accurate records of all transactions and communications related to customs clearance.
- **Timeliness and Efficiency:**
 - Ensure timely processing of all customs clearance procedures to avoid delays and additional costs.
 - Address and resolve any issues that may arise during the customs clearance process promptly.
- **Coordination and Communication:**
 - Maintain effective communication with Relief International, customs authorities, and other relevant stakeholders.
 - Coordinate closely with Relief International staff to ensure smooth and efficient customs clearance processes.

5. Accountability

- The custom clearance agent will be accountable to Relief International's designated representative.
- Any issues, delays, or deviations from agreed procedures must be promptly reported to Relief International.
- The agent will be responsible for any penalties, fines, or additional costs incurred due to non-compliance or delays caused by the agent's actions or inactions.

6. Deliverables

- Timely and accurate customs clearance of all Relief International shipments.
- Signed delivery documents confirming receipt of cargo by Relief International warehouse staff.
- Regular reports on the status of customs clearance processes and any issues encountered.

7. Duration of Contract

- The contract will be valid for two years from the date of signing, with the possibility of extension based on performance and mutual agreement.